

AG Contract No.: KR05-0109TRN
ADOT ECS File No.: JPA 04-031
Section: Intersection of SR 89-69
Veterans Affairs Entrance -
TRACS No.: H 395701D/01C
Budget Source Item No.: 12604

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
UNITED STATES DEPARTMENT OF VETERAN AFFAIRS

THIS AGREEMENT is entered into this April 18th, 2007, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the UNITED STATES DEPARTMENT OF VETERAN AFFAIRS, acting by and through its DIRECTOR OF THE NORTHERN ARIZONA VETERAN AFFAIRS HEALTH CARE SYSTEM (the "VA Medical Center") and its REGIONAL ADMINISTRATOR OF THE (PRESCOTT) NATIONAL CEMETERY (the "VA Cemetery").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The United States Department of Veterans Affairs ("VA") is authorized to enter into this Agreement and have authorized the undersigned to execute this Agreement on behalf of the VA Medical Center and the VA Cemetery.

3. Incident to the State's ongoing roadway improvements to State Route 89 and State Route 69, it is necessary to construct a traffic signal and relocate the entrance, and entrance sign of the VA Medical Center at the SR 89 intersection to improve traffic. The VA Medical Center agrees to supply any pre-emption device for the traffic signal and provide electrical power to operate the signal and entrance signs. The purpose of this Agreement is to outline each party's responsibilities under the scope of work for this Agreement.

4. VA agrees that the existing multi-use pathway may be reconstructed across VA property currently located between State Routes 69 and 89 where they intersect and VA personnel may continue to use the multi-use pathway for vehicular and other access between the VA Medical Center to the VA National Cemetery as needed. The State agrees to provide access to the property line of the VA Medical Center at all times during construction. The State agrees to allow usage of the new entrance after both parties have signed a release document for the Revocable License (Temporary Construction Easement).

NO. 28876
Filed with the Secretary of State
Date Filed: 4/18/07
Janice K. Brown
Secretary of State
By: [Signature]

5. The parties hereby agree to and acknowledge the following conditions: a) the parties shall perform their responsibilities consistent with this Agreement; and b) any change or modification to the Project will only occur with the mutual written consent of the parties.

THEREFORE, in consideration of the mutual covenants expressed herein, it is further agreed as follows:

II. SCOPE OF WORK

1. The State Shall:

a. Obtain the necessary easement and/or temporary license, for the purpose of construction of the Project. Said project will not advertise, bid or award without prior acquisition required easements from the VA.

b. Prepare design plans, specifications and other such documents and services required for construction bidding and construction of the Project and submit them to the VA Medical Center and National Cemetery Administration for comments and concurrence as appropriate.

c. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s). Be responsible for Project cost increases that are directly attributable to State's actions causing delay or otherwise impeding the completion of the Project.

d. Construct the foundation for the relocation of the VA Medical Center entrance sign, and flagpole, and provide conduit for the lighting of the sign as part of the project.

e. Be responsible for establishing necessary electrical connections to the power source provided by the VA Medical Center as part of the project.

f. Shall establish new parking on the Cemetery grounds consisting of 10 spaces at a minimum.

g. Provide new highway signage directing visitors to the new cemetery entrance.

h. Construct a new and permanent paved entrance to the VA National Cemetery for public access.

i. Upon completion of the Project perform the final inspection and notify the VA Medical Center the Project has been constructed in accordance with the Project documents and is satisfactorily completed.

j. Be responsible for the installation and the proper maintenance of the traffic signal and EVP system as outlined in ADOT's Traffic Engineering Policies, Guidelines, and Procedures, Section 624 of the manual. The VA Medical Center will provide all parts for maintenance of the EVP system.

2. The VA Medical Center and VA National Cemetery Shall:

a. Review and provide comments to the State as appropriate for design documents at the 30% 60% and 90% stage required for construction of the Project.

b. Hereby agrees that construction of the Project may begin upon the granting of revocable licenses to the State to enter onto the VA Medical Center property, on which permanent easement or temporary license is sought by the State, for the purpose of construction of the Project.

c. The VA Medical Center shall be responsible for all costs for the purchase and all costs for the installation of the pre-emption (EVP) system and all other associated components of the EVP system, i.e. transmitters installed on VA vehicles and will provide all necessary parts for maintenance of the EVP system.

d. Upon completion of the traffic signal, provide electrical power to operate the signal and entrance sign, all at the V A Medical Center's expense.

e. The VA Medical Center shall have a traffic control permit on file, at no cost, with the Prescott District Office and notify the Prescott District Office prior to all VA special events to ensure traffic control at the intersection of State Routes 69 and 89.

f. The VA Medical Center shall provide uniformed traffic control officers and marked vehicles for pedestrian and vehicular traffic control when utilizing the multi-use pathway during special events.

g. To the extent allowed by the terms of the Federal Tort Claims Act, 28 U.S.C. 1346(b), 2671 through 2680, be responsible for any acts of negligence caused by its employees or agents in connection with their official acts or omissions arising from the use of the multi-use pathway during any VA special events, including damage to persons or property caused by such acts or omissions.

III. MISCELLANEOUS PROVISIONS

1. Each party to this contract is responsible for its own negligence. Additionally the State assumes no financial obligation, damage or injury liabilities to any person(s) or property under this Agreement in association with the multi-use path, resulting from vehicular traffic during special events and vehicular use for grounds maintenance and other such use.

2. This Agreement is contingent upon the State obtaining all required easements and/or temporary license from the VA prior to advertisement of the Project.

3. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said Project and reimbursements provided for herein. However, the VA Medical Center shall provide any pre-emptive device for the traffic signal and electrical power to operate the traffic signal and entrance sign. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-day (30) written notice to either party. The State shall in no way be obligated to provide electrical power should the VA Medical Center fail to budget for electrical power as set forth in this Agreement.

4. This Agreement shall become effective upon filing with the Secretary of State.

5. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 and any applicable Federal contracting laws and regulations.

6. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 to the extent not inconsistent with any Federal rules, regulations or laws on resolution of disputes.

7. To the extent not inconsistent with any federal rules and statutes this Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State and VA under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State and VA at the end of the period for which the funds are available. No liability shall accrue to the State and VA in the event this provision is exercised, and the State or the VA shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424

U.S. Department of Veteran Affairs - Northern Arizona
Healthcare System
NAVAHCS Director
500 North Highway 89
Prescott, AZ 86313

U.S. Department of Veteran Affairs-
National Cemetery Administration (NCA)
Memorial Services Network V
1301 Clay Street, Suite 1230 N.
Oakland, CA 94612

ADOT Prescott District Office
1109 Commerce Street
Prescott, AZ 86305
(928) 777-5882

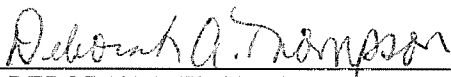
10. Pursuant to Arizona Revised Statutes, Section 11-952 (D), attached hereto and incorporated herein is the written determination of each parties legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form except that no determination is necessary in the case of a Federal agency party under 11-952(E).

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**UNITED STATES DEPARTMENT
OF VETERANS AFFAIRS**

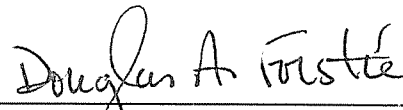
STATE OF ARIZONA
Department of Transportation

By



DEBORAH A. THOMPSON
VA Medical Center Director
Northern Arizona Healthcare System

By



DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

By



DONALD RINKER
Director, Memorial Service Network V
National Cemetery Administration

04-031-Prescott VA Medical/Cemetery
~~30-September-2005-ly~~
Revised February 7, 2007-ly
Revised February 8, 2007-ly
Revised February 12, 2007-ly
Final March 8, 2007-ly,MA



TERRY GODDARD
Attorney General

OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR05-0109TRN (**JPA 04-031**), an Agreement between public agencies, i.e., The State of Arizona and United States Department of Veteran Affairs, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: April 10, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:1008250
Attachment